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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

BRANDY IANNUZZI, an individual;

CASE NO. 2:23-CV-00649-MMD-BNW

Plaintiffs,

vs.

COSTCO WHOLESALE CORPORATION;
dba COSTCO WHOLESALE; and DOES I
through X, inclusive; and ROE
CORPORATIONS I through V inclusive,

Defendants.

STIPULATION AND ORDER TO DISMISS WITH PREJUDICE

Defendant, COSTCO WHOLESALE CORPORATION (hereinafter referred to as “Costco”),
by and through counsel, Edgar Carranza, Esq. and Ashley E. Walters, Esq. of the law firm of
MESSNER REEVES, LLP and Plaintiff, BRANDY IANNUZZI, by and through counsel Matthew
Hoffman, Esq. of the Atkinson, Watkins & Hoffman law firm, hereby stipulate as follows:

1. Plaintiff filed her Complaint on or about April 3, 2023, with the Eighth Judicial

1 District Court, Clark County, Nevada.

2 2. Defendant, Costco filed its Answer on or about April 20, 2023.

3 3. On April 20, 2023, Plaintiff filed her petition for exemption from the mandatory
4 arbitration program. In the petition, she detailed her injuries, damages and claimed medical
5 specials.

6 4. Costco filed its Notice of Removal and Notice of Filing its Notice of Removal on
7 April 25, 2023 [Doc. No. 1].

8 5. The parties held their FRCP 26(f) conference on June 8, 2023, after which the parties
9 filed the proposed Discovery Plan and Scheduling Order, which was endorsed by this Court on June
10 28, 2023.

11 6. The parties embarked on discovery and began having discussions about Plaintiff's
12 injuries, claimed damages and potential resolution.

13 7. The Parties have been able to reach a mutually acceptable resolution to this matter
14 which is memorialized in the Settlement and Release Agreement executed contemporaneous hereto.

15 8. In reaching the resolution Costco does not admit any liability and continues to deny
16 the allegations in the Complaint. Nonetheless, Plaintiff hereby stipulates to waive any and all
17 claims against Defendant, Costco and dismiss this action with prejudice in exchange for the agreed
18 to resolution.

19 9. The parties also hereby stipulate, and this court hereby orders, that this settlement is
20 deemed a good faith settlement. Therefore, any and all claims by any other party against Costco
21 are hereby extinguished.

22 10. There is no trial date currently set in this matter.

23 11. For the above-outlined reasons, the parties hereby stipulate to dismiss the present
24 litigation, with prejudice.

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12. Plaintiff and Defendant will bear their own attorney's fees and costs related to this litigation.

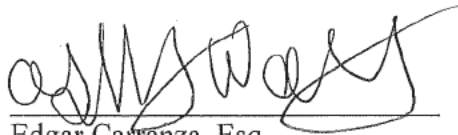
Dated this 14 day of March 2024.

Dated this 12th day of March 2024.

MESSNER REEVES, LLP

Atkinson, Watkins & Hoffman

By:



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By:



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BRANDY IANNUZZI

ORDER

Pursuant to the above Stipulation, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that this matter is dismissed with prejudice, each party to bear their own attorney's fees and costs.

IT IS SO ORDERED.

DATED this 14th day of March, 2024.



United States District Judge